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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 SARA L. BACA, on behalf of herself and those  
similarly situated,

11 Plaintiff,

12 vs.

13 KREMBLE SCHLESINGER & ASSOCIATES  
14 doing business as KS & ASSOCIATES, a  
15 California corporation,

16 Defendant.

Case No.: 2:15-cv-00720-LDG-GWF

**APPLICATION FOR ENTRY OF**  
**DEFAULT JUDGMENT**

17 COMES NOW, Plaintiff, SARA L. BACA, by and through her attorney of record, Mark  
18 J. Bourassa, Esq., of The Bourassa Law Group, LLC, and moves this court to enter a Default  
19 Judgment in this matter in favor of Plaintiff and against Defendant, KREMBLE SCHLESINGER  
20 & ASSOCIATES doing business as KS & ASSOCIATES.  
21

22 This Motion is based on the attached Memorandum of Points and Authorities, the  
23 Exhibits thereto, all papers and pleadings on file herein, and any evidence or oral argument  
24

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26 ///

27 ///

28 ///

permitted or requested by the Court.

DATED this 3<sup>rd</sup> day of August, 2015.

THE BOURASSA LAW GROUP, LLC

  
MARK J. BOURASSA, ESQ.

Nevada Bar No. 7999

TRENT L. RICHARDS, ESQ.

Nevada Bar No. 11448

8668 Spring Mountain Rd., Suite 101

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*Attorneys for Plaintiff*

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

This is a case which involves a violation of the Fair Debt Collection Practices Act (“FDCPA”). Defendant, KREMBLE SCHLESINGER & ASSOCIATIONS doing business as KS & ASSOCIATES (“Defendant”), contacted the Plaintiff, SARA L. BACA (“Plaintiff”), regarding an alleged consumer debt; however, Defendant’s representative contacted Plaintiff’s employer by telephone and disclosed the call was regarding an attempt to collect a debt; during the phone call with Plaintiff’s employer, Defendant’s representative represented himself/herself to be an attorney; when Plaintiff returned Defendant’s telephone call, Plaintiff was threatened with further legal action if immediate payment was not made over the phone; when Plaintiff returned Defendant’s telephone call, Defendant failed to disclose it was a debt collector attempting to collect a debt.

**II. PROCEDURAL HISTORY**

On or about April 20, 2015, Plaintiff filed a complaint against the Defendant. Defendant was timely served but has not communicated with Plaintiff’s counsel or appeared in this action. Defendant has ultimately failed to Answer or otherwise defend this matter. Thus, a Default was

1 entered by the clerk on July 29, 2015. Accordingly, Plaintiff now seeks entry of a default  
2 judgment against Defendant.

3 **III. STATEMENT OF UNDISPUTED FACTS**

4 1. Plaintiff is a natural person who resides in Nevada.

5 2. Plaintiff is a “consumer” as defined in the FDCPA at 15 U.S.C. § 1692a(3)

6 3. Plaintiff allegedly owes (past due) consumer debt as defined by 15 U.S.C. § 1692a(5)  
7 and NRS § 649.010.

8 4. Defendant is a California corporation, doing business as KREMBLE SCHLESINGER  
9 & ASSOCIATIONS doing business as KS & ASSOCIATES, the principal purpose of whose  
10 business is the collection of debts.

11 5. Defendant regularly collects or attempts to collect consumer debts owed or due or  
12 asserted to be owed or due another so that Defendant is a “debt collector” as defined by 15  
13 U.S.C. § 1692a(6).

14 6. On or about March 11, 2015, Defendant sent Plaintiff a purported “settlement  
15 agreement and LOA” in an attempt to collect a debt from Plaintiff.

16 7. On March 13, 2015, Defendant contacted Plaintiff’s employer by telephone (the  
17 “Phone Call”).

18 8. During the Phone Call, a representative of Defendant, William Miller, represented  
19 himself to be a lawyer.

20 9. During the Phone Call, Defendant’s representative threatened that Plaintiff would be  
21 served with court papers in two (2) hours if he did not receive a call back.

22 10. During the Phone Call, a representative of Defendant asserted that they had already  
23 tried to serve Plaintiff at her residence.

24 11. Defendant advised Plaintiff’s employer it was regarding an attempt to collect a debt.  
25  
26  
27  
28

12. During the Phone Call, a representative of Defendant left a company name of Nationwide Legal and a return phone call of 1-877-808-9526.

13. Plaintiff returned the phone call and spoke with a "Pamela", who threatened further legal action if Plaintiff did not make immediate payment to her over the phone.

14. Plaintiff authorized "Pamela" to charge her credit card in the amount of \$200.

15. Defendant failed to disclose it was a debt collector attempting to collect a debt.

16. Plaintiff believed that Defendant did not intend to sue her and that Defendant was without the legal authority to do so.

17. To date, Plaintiff had not been served with legal process regarding the alleged debt.

### III. ARGUMENT

#### A. Defendant's FDCPA Violations.

There is no question of Defendant's liability in this matter because Defendant's conduct is a clear violation of the FDCPA in several respects.

Specifically, Section 1692e of the FDCPA states in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

...

(2) The false representation of --

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

(3) The false representation or implication that any individual is an attorney or that any communication is from an attorney.

(4) The representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action.

(5) The threat to take any action that cannot legally be taken or that is not intended to be taken.

...

1 (10) The use of any false representation or deceptive means to  
2 collect or attempt to collect any debt or to obtain information  
concerning a consumer.

3 ...  
4 (11) The failure to disclose in the initial written communication  
5 with the consumer and, in addition, if the initial communication  
6 with the consumer is oral, in that initial oral communication, that  
7 the debt collector is attempting to collect a debt and that any  
information obtained will be used for that purpose, and the failure  
to disclose in subsequent communications that the communication  
is from a debt collector, except that this paragraph shall not apply to  
a formal pleading made in connection with a legal action.

8 ...  
9 (13) The false representation or implication that documents are  
legal process.

10 (14) The use of any business, company, or organization name other  
11 than the true name of the debt collector's business, company, or  
organization.

12 ...

13 Defendant utilized false, deceptive and/or misleading representation or means in  
14 connection with the attempted collection of an alleged debt from Plaintiff in violation of 15  
15 U.S.C. §1692e.

16 Specifically:

- 17 a. Defendant falsely represented the character and legal status of a debt by  
18 attempting to collect the alleged debt from Plaintiff, asserting that litigation  
19 had been filed against Plaintiff, and that Plaintiff would be served with  
20 process regarding the debt;  
21  
22 b. Defendant falsely represented in its telephone conversations with Plaintiff  
23 and Plaintiff's employer that it was an attorney and/or that the  
24 communication was from an attorney;  
25  
26 c. Defendant falsely represented or implied in its telephone conversations with  
27 Plaintiff and Plaintiff's employer that nonpayment of the alleged debt would  
28 result in being served with legal process within two (2) hours.

- d. Defendant falsely threatened to serve Plaintiff with legal process despite no lawsuit having been filed against Plaintiff and no summons having been issued.
- e. Defendant utilized false representations and deceptive means to attempt to collect an alleged debt from Plaintiff and/or to obtain information concerning Plaintiff.
- f. Defendant failed to disclose in all communications with Plaintiff that it was a debt collector attempting to collect a debt and that any information obtained would be used for that purpose; and
- g. Defendant falsely represented that documents were legal process.

Furthermore, Section 1692b of the FDCPA states in pertinent part:

Any debt collector communicating with any person other than the consumer for the purpose of acquiring location information about the consumer shall—

\* \* \*

(2) not state that such consumer owes any debt.

Defendant contacted Plaintiff's employer and disclosed the nature of the phone call was regarding an attempt to collect a debt in violation of 15 U.S.C. §1692b.

In addition, Section 1692c of the FDCPA states in pertinent part:

2. Section 1692c of the FDCPA states in pertinent part:

(b) Communication with third parties

Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

1 Defendant spoke to a third party, Plaintiff's employer, in an attempt to speak with  
2 Plaintiff about an alleged debt. During these communications, Defendant informed Plaintiff's  
3 employer that Plaintiff allegedly owed a debt, and threatened that Plaintiff would be served with  
4 legal papers in two (2) hours if Defendant did not receive a call back in violation of 15 U.S.C. §  
5 1692c.  
6

7 Moreover, Section 1692g of the FDCPA states in pertinent part:

8 (a) Within five days after the initial communication with a  
9 consumer in connection with the collection of any debt, a debt  
10 collector shall, unless the following information is contained in the  
11 initial communication or the consumer has paid the debt, send the  
12 consumer a written notice containing --

13 (1) the amount of the debt;

14 (2) the name of the creditor to whom the debt is owed;

15 (3) a statement that unless the consumer, within thirty days after  
16 receipt of the notice, disputes the validity of the debt, or any portion  
17 thereof, the debt will be assumed to be valid by the debt collector;

18 (4) a statement that if the consumer notifies the debt collector in  
19 writing within the thirty-day period that the debt, or any portion  
20 thereof, is disputed, the debt collector will obtain verification of the  
21 debt or a copy of a judgment against the consumer and a copy of  
22 such verification or judgment will be mailed to the consumer by the  
23 debt collector; and

24 (5) a statement that, upon the consumer's written request within the  
25 thirty-day period, the debt collector will provide the consumer with  
26 the name and address of the original creditor, if different from the  
27 current creditor.

28 Defendant failed to provide Plaintiff with the disclosures required by 15 U.S.C. §  
1692g(a) within 5 days of its initial communication with Plaintiff in violation of 15 U.S.C. §  
1692g(a).

As Defendant has committed multiple FDCPA violations, Plaintiff is entitled to a default  
judgment regarding the claims of the FDCPA violations and is entitled to the damages as  
permitted by statute.

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///

**B. Plaintiff's Damages.**

The FDCPA provides a statutory scheme for damages. Specifically, 15 U.S.C. § 1692k states in pertinent part:

(a) Amount of damages

Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of--

(1) any actual damage sustained by such person as a result of such failure;

(2)(A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000....

Thus, with respect to her FDCPA claims, Plaintiff is entitled to recover her actual damages (15 U.S.C. § 1692k(a)(1)), statutory damages determined by the court of up to \$1,000.00 (15 U.S.C. § 1692k(a)(2)(A)) and Plaintiff's attorney fees and costs (15 U.S.C. § 1692k(3)).

In this instance, Plaintiff's actual damages include, but are not limited to, the frustration and fear resulting from Defendant's threats, as well as embarrassment and humiliation from Defendant's conversation with Plaintiff's employer. Plaintiff's actual damages also include amounts paid via credit card to Defendant under duress and threat of legal action. Thus, Plaintiff requests actual damages in this matter in the amount of \$2,500.00.

In addition, Plaintiff is entitled to statutory damages with respect to her FDCPA claims of up to \$1,000.00. As Defendant has failed to defend this matter, Plaintiff requests statutory damages in the amount of \$1,000.00.

In addition, NRS 41.600 provides that "[i]f the claimant is the prevailing party, the court shall award the claimant: (a) Any damages that the claimant has sustained; and (b) The



1 claimant's costs in the action and reasonable attorney's fees. Thus, Plaintiff requests an award of  
2 Plaintiffs costs and reasonable attorney's fees in bringing this litigation.

3 Plaintiff's claimed costs are limited to the filing fee of this matter of \$400.00 and service  
4 of process in the amount of \$125.00. Thus, Plaintiff's costs are \$525.00.

5  
6 Lastly, Plaintiff requests an award of attorney fees in the amount of \$5,490.00. "Given  
7 the structure of [§1692k], attorney's fees should not be construed as a special or discretionary  
8 remedy; rather, the Act mandates an award of attorney's fees as a means of fulfilling Congress's  
9 intent that the Act should be enforced by debtors acting as private attorneys general." *Graziano*  
10 *v. Harrison*, 950 F. 2d 107, 113 (3rd Cir. 1991) (reiterating that several courts have required an  
11 award of attorney's fees even where violations were so minimal that statutory damages were not  
12 warranted); *see also French v. Corporate Receivables, Inc.*, 489 F. 3d 402 (1st Cir. 2007)  
13 (finding that an award of attorney's fees to successful plaintiffs under the FDCPA is obligatory).  
14 Discussing the mandatory nature of the fee shifting provision included in the FDCPA, the Ninth  
15 Circuit stated that "[t]he reason for mandatory fees is that congress chose a 'private attorney  
16 general' approach to assume enforcement of the FDCPA." *Camacho v. Bridgeport Financial,*  
17 *Inc.*, 523 F.3d 973, 978 (9th Cir. 2008); *see also Tolentino v. Friedman*, 46 F.3d 645, 651-652  
18 (7th Cir. 1995). Plaintiff retained counsel on an hourly basis at the rate of \$350 per hour for  
19 attorney time and \$150 per hour for paralegal time. The Bourassa Law Group billed 12.6 hours  
20 of attorney time and 7.2 hours of paralegal time over the course of this matter. Based on the  
21 hours billed at the above rates, total attorney fees accrued on this matter are \$5,490.00.

22  
23  
24 The total of Plaintiff's actual and statutory damages, plus costs and fees totals \$9,515.00.

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The calculations of damages and the award Plaintiff is entitled to is set forth below:

DAMAGE DESCRIPTION	AMOUNT
Plaintiff's Actual Damages	\$2,500.00
Plaintiff's Statutory Damages	\$1,000.00
<i>Subtotal</i>	<i>\$3,500.00</i>
Costs	\$525.00
<i>Subtotal</i>	<i>\$4,025.00</i>
Attorney Fees	\$5,490.00
<b>TOTAL</b>	<b>\$9,515.00</b>

Accordingly, Plaintiff is entitled to a default judgment against the Defendant and in favor of the Plaintiff in the total amount of Nine Thousand Five Hundred Fifteen Dollars and no/100 (\$9,515.00) for Defendant's violation of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.*

#### IV. CONCLUSION

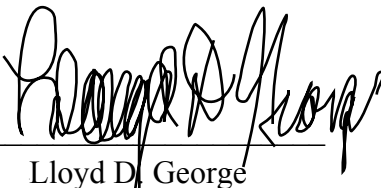
Based on the above analysis, entry of a default judgment in the amount \$9,515.00 as set forth herein is appropriate in this matter and Plaintiff so requests a default judgment in the amount of \$9,515.00 from this Court.

DATED this 3rd day of August 2015.

ORDER

IT IS SO ORDERED.

DATED this 31st day of March, 2016.



Lloyd D. George  
Sr. U.S. District Judge

THE BOURASSA LAW GROUP, LLC



MARK J. BOURASSA, ESQ.

Nevada Bar No. 7999

TRENT L. RICHARDS, ESQ.

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*Attorneys for Plaintiff*

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR  
ENTRY OF DEFAULT JUDGMENT**

STATE OF NEVADA           )  
  )SS.  
COUNTY OF CLARK        )

TRENT L. RICHARDS, ESQ., being first duly sworn, deposes and says:

1.       Affiant is a duly licensed attorney in the State of Nevada and is the attorney of record for SARA L. BACA, that party being the Plaintiff herein.

2.       Affiant has personal knowledge of and is familiar with the facts set forth herein.

3.       Plaintiff commenced his action on or about April 20, 2015 by filing a Complaint against the Defendant, KREMBLE SCHLESINGER & ASSOCIATIONS doing business as KS & ASSOCIATES (hereinafter, "Defendant").

4.       The action relates to violations of the Fair Debt Collection Practices Act (FDCPA) whereby Defendant contacted Plaintiff and Plaintiff's employer in connection with an alleged consumer debt.

5.       A Clerk's Default was entered in the matter against Defendant on or about July 29, 2015.

**ATTORNEYS' FEES**

6.       Plaintiff is entitled to payment of its reasonable attorneys' fees as pursuant to statutes, including 15 U.S.C. § 1692k(3) (the FDCPA).

7.       To date, Plaintiff has incurred attorneys' fees in the amount of Five Thousand Four Hundred Ninety Dollars (\$5,490.00). An itemized bill describing the work performed is attached hereto as Exhibit 1. Affiant has reviewed and edited the itemized bill and is informed and believes that said attorneys' fees are reasonable in light of the work performed in this matter.

1           8.     The results obtained are highly favorable to Plaintiff as Plaintiff is the prevailing  
2 party in this litigation by reason of the Clerk's Default being entered against the Defendant for  
3 Defendant's failure to appear and/or defend in this litigation. Plaintiff is seeking \$2,500.00 in  
4 actual damages (15 U.S.C. § 1692k(a)(1)), \$1,000.00 in statutory damages (15 U.S.C. §  
5 1692k(a)(2)(A), plus Plaintiff's attorney's fees and costs incurred.  
6

7           9.     The time and labor required in this litigation, to date, was 12.6 hours of attorney  
8 time and 7.2 hours of paralegal time over the course of litigating this matter. Time and labor  
9 continue to accrue.

10          10.    The novelty and difficulty of the questions involved are low. Plaintiff's claims  
11 are for Defendant's multiple violations of the FDCPA. All questions are thoroughly litigated  
12 areas of law.  
13

14          11.    The skill requisite to perform the legal service properly relating to these FDCPA  
15 violations are reflected in the very reasonable attorney's fees requested herein.

16          12.    Plaintiffs' counsel was not precluded from other employment due to the  
17 acceptance of the case.  
18

19          13.    The customary fee in typical FDCPA cases usually exceeds the amount of  
20 attorney's fees being requested herein.

21          14.    The attorney fee herein was on an hourly basis, and was recorded on the detailed  
22 itemized bill attached hereto as Exhibit 1.  
23

24          15.    No specific time limitations were imposed in this case.

25          16.    I have been practicing law in Clark County, Nevada for over six (6) years. I am  
26 informed and believe that each of the attorneys that have been retained by Plaintiff in this case is  
27 qualified in experience, reputation and ability to handle this case.  
28

17. FDCPA cases are not undesirable cases, and attorney's fees awards in similar cases often exceed the amount requested herein.

### **COSTS**

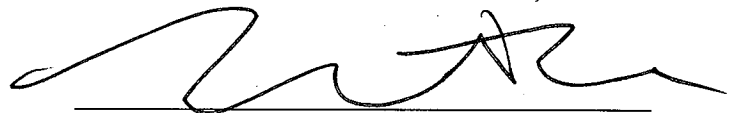
18. Plaintiff is also entitled to recover its costs incurred as a result of Defendant's violations of the FDCPA. See, 15 U.S.C. § 1692k(3) and NRS 41.600(b). To date, Plaintiff has incurred costs, in the total amount of Five Hundred Twenty-Five Dollars and no Cents (\$525.00). Specifically, a Bill of Costs has been filed in this action setting forth the reasonable costs incurred by Plaintiff to date.

19. Affiant respectfully requests, on behalf of the Plaintiff herein, that the Judgment entered against Defendant, KREMBLE SCHLESINGER & ASSOCIATIONS doing business as KS & ASSOCIATES, include the foregoing reasonable attorneys' fees in the amount of Five Thousand Four Hundred Ninety Dollars and no/100 (\$5,490.00) and costs in the amount of Five Hundred Twenty-Five Dollars (\$525.00).

20. Affiant further respectfully requests, on behalf of the Plaintiff herein, that the Judgment provide for Plaintiff's recovery of all costs, expenses and reasonable attorneys' fees incurred and attendant to registration, enforcement and collection of the Judgment, as well as future interest incurred thereon at the contract rate until the time of collection.


FURTHER AFFIANT SAYETH NOT.

**THE BOURASSA LAW GROUP, LLC**



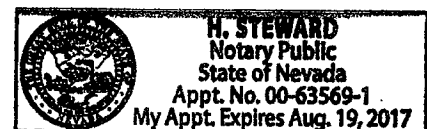
Trent L. Richards, Esq., Attorney for Plaintiff  
Nevada Bar No. 11448

SUBSCRIBED AND SWORN to  
before me this 3rd  
day of August 2015.



NOTARY PUBLIC

In and for the County of Clark, State of Nevada



# EXHIBIT 1

# EXHIBIT 1

**The Bourassa Law Group, LLC**

8668 Spring Mountain Road  
Suite 101  
Las Vegas, NV 89117  
Telephone: 702-851-2180  
Fax: 702-851-2189

Sara Baca  
582 Crying Bird Ave  
Las Vegas, NV 89178

August 03, 2015  
Invoice No. 4954

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Client Number: 11330 Sara Baca  
Matter Number: XOXO-3089 Baca, Sara v KS & Associates  
For Services Rendered Through 8/3/2015.

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<b>Fees</b>				
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
3/18/2015	HS	Receive and review signed fee agreement and save to file.	0.10	\$15.00
3/18/2015	TR	Initial client intake with client; Draft fee agreement for client; Emailed fee agreement to client for consideration and signature.	1.50	\$525.00
3/19/2015	TR	Received email from client describing interactions between collection agency and her employer; Drafted initial demand letter; Drafted responsive email to client.	1.10	\$385.00
3/19/2015	HS	Receive and review email from client regarding recent contact from creditor and demand letter faxed to them today.	0.30	\$45.00
3/25/2015	TR	Received multiple emails from client and responded thereto.	0.40	\$140.00
3/27/2015	TR	Received and reviewed emails from client and responded regarding purported process server coming to her place of employment and other contact with defendant following retention of this firm; Drafted responsive emails to client	0.80	\$280.00
4/2/2015	HS	Receive return mail regarding demand letter mailed 3.19.15; Scan envelope to file and email T. Richards.	0.20	\$30.00

Continued On Next Page

Client Number: 11330

Matter Number: XOXO-3089

8/3/2015

Page: 2

4/14/2015	TR	Research entity status of defendant; Research applicable statutory laws; Reviewed demand letter and underlying facts from client; Drafted Complaint for Violations of the Fair Debt Collection Practices Act; Emailed draft complaint to H. Ross for review and revision.	3.20	\$1,120.00
4/14/2015	TR	Email to H. Ross containing the draft complaint	0.10	\$35.00
4/16/2015	HR	Review documents from client; revise complaint.	0.50	\$175.00
4/16/2015	HR	Email to T. Richards regarding the draft Complaint.	0.10	\$35.00
4/17/2015	TR	Email to S. Baca containing a the copy of the draft complaint.	0.10	\$35.00
4/17/2015	TR	Drafted email to client advising of status of demand letter and advising of proceeding with litigation; Finalized complaint for filing after receiving H. Ross revisions thereto.	1.10	\$385.00
4/20/2015	HS	Receive and review Complaint; Research and download entity details; Prepare civil cover sheet and proposed summons; Open civil case and file Complaint, Civil Cover Sheet and Proposed Summons; Download and save filed Complaint to file; Enter cost of filing fee into Abacus and save filing receipt to file.	0.50	\$75.00
5/11/2015	HS	Prepare and file Certificate of Interested Parties.	0.30	\$45.00
5/11/2015	MB	Receive and review the ORDER for Certificate of Interested Parties.	0.10	\$35.00
6/2/2015	HS	Order service of process to serve complaint through Junes.	0.20	\$30.00
6/17/2015	HR	Email to H. Steward regarding the status of service.	0.10	\$35.00
6/22/2015	HR	Review confirmation of service.	0.10	\$35.00
6/22/2015	HS	Review affidavit of service, waiting on process server to sign; Email to H. Ross re same.	0.20	\$30.00
6/30/2015	HS	Receive and review executed Affidavit of Service; Prepare caption page and file AOS with the Court; Calendar due date for Defendant's answer to Complaint.	0.30	\$45.00

Continued On Next Page



Client Number: 11330

Matter Number: XO XO-3089

8/3/2015

Page: 3

7/9/2015	HS	Receive and review email from T. Richards re extension given Defendant to file answer to complaint; Update calendar.	0.10	\$15.00
7/9/2015	TR	Telephone call with KS & Associates regarding claims and demand; Drafted email to client transmitting the settlement offer of \$1,500.	0.80	\$280.00
7/9/2015	HR	Confer with T. Richards regarding status.	0.20	\$70.00
7/16/2015	HS	Receive and review invoice from Junes; Enter cost into Abacus.	0.20	\$30.00
7/17/2015	HS	Prepare Three Day Notice of Intent to Take Default; Give to T. Richards to sign.	0.30	\$45.00
7/20/2015	TR	Reviewed status of case and followed up with H. Steward.	0.20	\$70.00
7/20/2015	TR	Reviewed and Finalized 3-day notice of intent to take Default.	0.30	\$105.00
7/20/2015	HS	Scan three day notice to file and mail to Defendant; Calendar default date.	0.20	\$30.00
7/27/2015	TR	Telephone call with Defendant regarding offer; Drafted email to client transmitting offer.	0.60	\$210.00
7/28/2015	HS	Prepare Request for Clerk's Default and Affidavit in support of same; Give to T. Richards to review and sign.	0.80	\$120.00
7/29/2015	HS	Revise Affidavit in Support of Request for Clerk's Default and give to T. Richards to review and sign.	0.20	\$30.00
7/29/2015	HS	Execute certificate of service and scan request to file; File with the Court and download filed copy to file; Print and mail per certificate of service.	0.30	\$45.00
7/30/2015	HS	Receive and review Clerk's ENTRY OF DEFAULT as to Kremble Schlesinger & Associates re [7] Motion for Entry of Clerks Default; Download and save to file.	0.20	\$30.00
7/30/2015	MB	Receive and review the Clerk's ENTRY OF DEFAULT as to Kremble Schlesinger & Associates re [7] Motion for Entry of Clerks Default.	0.20	\$70.00
7/30/2015	HS	Draft Application for Entry of Default Judgment and Affidavit in support of same.	1.50	\$225.00

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Client Number: 11330

Matter Number: XOXO-3089

8/3/2015

Page: 4

7/31/2015	HS	Finish Application for Entry of Default Judgment and Affidavit in support of same; Prepare Bill of Costs; Give to T. Richards to review and sign.	0.70	\$105.00
8/3/2015	TR	Reviewed and revised Application for Entry of Judgment by Default	1.10	\$385.00
8/3/2015	HS	Discussion with T. Richards and make changes to Application for Entry of Default Judgment; Give to T. Richards to review.	0.60	\$90.00
			<b>Billable Hours / Fees:</b>	<b>19.80      \$5,490.00</b>

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### Timekeeper Summary

Timekeeper HR worked 1.00 hours at \$350.00 per hour, totaling \$350.00.  
Timekeeper HS worked 7.20 hours at \$150.00 per hour, totaling \$1,080.00.  
Timekeeper MB worked 0.30 hours at \$350.00 per hour, totaling \$105.00.  
Timekeeper TR worked 11.30 hours at \$350.00 per hour, totaling \$3,955.00.

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### Cost Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Check No.</u>
4/20/2015	Filing Fee - Complaint	\$400.00	
6/18/2015	Service of Process	\$125.00	
7/20/2015	Postage	\$0.48	
7/29/2015	Postage	\$0.70	
<b>Total Costs</b>		<b>\$526.18</b>	

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<b>Prior Balance:</b>	\$0.00
<b>Payments Received:</b>	\$0.00
<b>Unpaid Prior Balance:</b>	\$0.00
<b>Current Fees:</b>	\$5,490.00
<b>Advanced Costs:</b>	\$526.18
<b>TOTAL AMOUNT DUE:</b>	<b>\$6,016.18</b>

Thank You for Letting Us Serve You.  
Payment Due Upon Receipt.